See *Burton-Lingo Co.* v. *Patton,* 15 N. M. 304, 107 Pac. 679, 27 L. R. A. (N. S.) 420. The mortgage clause of the standard policy, as interpreted by the courts, gives the insurer the right to subrogation, if he should pay to the mortgagee the amount of the mortgage debt and the policy is shown to have been avoided as to the mortgagor. *Traders Ins. Co.* v. *Race,* 142 Ill. 338, 31 N. E. 392. See RICHARDS, INSURANCE, 3rd ed., § 292. However, the insurer may estop himself to claim the right to subrogation, under this clause. *Scottish Union & Nat. Ins. Co.* v. *Colvard,* 135 Ga. 188, 68 S. E. 1097.

MUNICIPAL CORPORATIONS—CONTRACT WITH WATER COMPANY—RIGHTS OF CITIZENS.—The defendant entered into a contract to maintain a water works system in a certain town, and to furnish a given pressure for fire protection. Because of negligent failure to furnish the agreed pressure, the property of the plaintiff, a citizen, was destroyed by fire. *Held,* the defendant is liable. *Morton* v. *Washington Light and Water Co.* (N. C.), 84 S. E. 1019. See 1 VA. L. REV. 251.

NAVIGABLE WATERS—DIVERSION OF STREAMS BY CITY.—The plaintiff was given the right to maintain a mill and dam on a navigable stream by an act of the territorial legislature. A city, situated above the plaintiff's mill on the navigable stream, took water from the stream to supply its inhabitants with water for domestic and manufacturing purposes, thereby injuring the plaintiff. *Held,* the city can not be enjoined from making such use of the water. *Loranger* v. *City of Flint* (Mich.), 152 N. W. 251. See NOTES, p. 65.

NEGLIGENCE—CONDITION OF PREMISES—INJURIES TO VISITORS—IMPLIED INVITATION.—The plaintiff entered defendant's premises to confer with one who was transacting business with the defendant concerning another matter having no connection with the defendant's affairs. While there the plaintiff was injured because of the defendant's failure to exercise ordinary care in keeping the premises in repair. *Held,* the defendant is liable, since the plaintiff entered on an implied invitation. *Southern Ry. Co.* v. *Bates* (Ala.), 69 South. 131.

In order to escape liability for an injury to a person on his property by implied invitation, the owner must have exercised ordinary care to render the premises reasonably safe. *Bennett* v. *Railroad Co.,* 102 U. S. 577; *Patten* v. *Bartlett,* 111 Me. 409, 89 Atl. 375, 49 L. R. A. (N. S.) 1120. But where a person is on another's property without an invitation, express or implied, the only duty owed by the owner is to refrain from wanton injury or active negligence. *Benson* v. *Baltimore Traction Co.,* 77 Md. 535, 26 Atl. 973, 20 L. R. A. 714, 39 Am. St. Rep. 436; *Sterger* v. *Van Siclen,* 132 N. Y. 499, 30 N. E. 987, 16 L. R. A. 640, 28 Am. St. Rep. 594; *Larmore* v. *Crown Point Iron Co.,* 101 N. Y. 391, 4 N. E. 388, 54 Am. Rep. 718. An implied invitation is held to have been issued when the purpose of the visit of the person entering is connected with the business of the owner or occupant, or for their mutual advantage. *Bell* v. *Houston & S. R. Co.,* 132 La. 88, 60 South. 1029, 43 L. R. A. (N. S.) 740; *Bradford* v. *Boston & M. R. R. Co.,* 160 Mass. 392,